FIRST STATE BANK OF THE FLORIDA KEYS — Business Debit Card Application

Business Name _____ Business Tax ID _____
Limit of 26 characters

Shipping Address _____ _____ _____ _____
(Additional fee if shipping to alternate or branch address) Street City State Zip

☐ New Card ☐ Instant Issue ☐ Dollar Limit Changes ☐ Add Account Card # _____

☐ Replacement Card - (New Card #) ☐ Replacement Card - (Same Card #) _____

Card # if replacement with same number only

Linked Accounts

Account Number _____ Account Type _____ Sequence Number _____
Account Number _____ Account Type _____ Sequence Number _____
Account Number _____ Account Type _____ Sequence Number _____
Account Number _____ Account Type _____ Sequence Number _____

Name & Dollar Limits of Cardholder

Type name as it should appear above business name

	0	1	2	3
	ATM $0 POS $500	ATM $500 POS $1000	ATM $500 POS $2500	ATM $1000 POS $2500
1. _____	☐	☐	☐	☐
_____ Card # & Expiration Date				
2. _____	☐	☐	☐	☐
_____ Card # & Expiration Date				
3. _____	☐	☐	☐	☐
_____ Card # & Expiration Date				

For Bank Use Only

_____

_____

_____

Signatures: By signing below, you are requesting the Business Debit Card and associated services. You understand that a Temporary Card has been issued and that a permanent card will be sent to the address above. If a Temporary Card has not been issued you understand that a Permanent card will be mailed to the address above. You agree to the terms and conditions of the Business Debit Card Agreement, including any fees and charges. You authorize us to verify your creditworthiness. You further agree that the information contained in this Application is accurate. Limit one card per cardholder.

_____
Owner / Officer Signature or Authorized Signer Title Date

_____
Owner / Officer Signature or Authorized Signer Title Date

_____
Owner / Officer Signature or Authorized Signer Title Date

Signature(s) Required: If more than one owner/officer, minimum of 2 owner/officer signatures required.

Mail original applications to First State Bank of the Florida Keys, PO Box 1579, Key West, Florida 33041 or deliver to your local branch office.

For Bank Use Only
Additional Information _____

CSR Signature and ownership verified by _____ Date _____

Manager approval _____ Date _____

☐ Ship to Branch BR: _____
☐ Ship to Alt Address
☐ Expedited Card Delivery ($40)

ELECTRONIC BANKING - Processed By _____ Date Received _____ Revised 10/2024

BUSINESS DEBIT CARD AGREEMENT – Revised 09/2023

This Business Debit Card Agreement (the "Agreement"), together with the Business Debit Card Application (the "Application") establishes the terms and conditions governing your MasterCard® Business Debit Card issued by First State Bank of the Florida Keys (the "Bank").

This Agreement also incorporates other terms and conditions provided separately with your Account Agreement (as defined below) as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy in the Company's records.

You may only use your Card (as defined below) for business and/or commercial purposes and not for personal, family, or household purposes. The Company's obligation under this Agreement, however, shall not be affected or limited if any Transactions are incurred for non-business purposes. Use of the Card by the Company or any Authorized Cardholder (as defined below), is considered acceptance by the Company of this Agreement.

1. Definitions.
When used throughout in this Agreement, the following terms shall have the meanings set forth below:

- **A.** "**Account**" means the Company's designated deposit account with the Bank that is tied to or may be accessed by using a Card issued to an Authorized Cardholder.
- **B.** "**Account Agreement**" means that certain agreement titled "Terms and Conditions of Your Account" that governs the use of your Account.
- **C.** "**Authorized Cardholder**" means each authorized account signer who is granted, accepts, or uses the Card.
- **D.** "**Business Day**" means Monday through Friday. The following days are not Business Days: Sundays, Saturdays, federal holidays, and any other day the Bank is not open for business.
- **E.** "**Card**" means the MasterCard Business Debit Card issued by the Bank to you for use in performing Transactions on your Account unless otherwise provided for in this Agreement.
- **F.** "**Company**", "**you**", "**your**", and "**yours**" means the business that has requested the Bank to issue one or more Cards and titleholder of the Account.
- **G.** "**Network**" means each of the various card processing networks in which the Bank participates.
- **H.** "**PIN**" means the personal identification number required for certain uses of the Card.
- **I.** "**POS Transaction**" means "point-of-sale" Card Transaction for the purchase of goods or services conducted with a PIN.
- **J.** "**Transaction**" means those Transactions which you can perform with your Card as more fully described in this Agreement.
- **K.** "**Unauthorized Use**" means a Transaction in the Account initiated using either a Card or the account number for a Card by someone other than an Authorized Cardholder where that person had no actual or apparent authority to initiate the Transaction and neither the Company nor the Authorized Cardholder received any benefit from the Transaction. There is no Unauthorized Use if: (i) an Authorized Cardholder allows someone to use the Card, the account number for the Card, or the PIN, even if that person initiates a Transaction that exceeds the amount authorized; (ii) the Transaction was conducted by a person who has an ownership interest in the Company; or (iii) the Transaction was conducted by any person who has an interest in or authority to transact business on the Account.
- **L.** "**Mastercard**" means [Mastercard USA Inc.].
- **M.** "**MasterCard Transaction**" means a Card Transaction conducted without a PIN at either a merchant's terminal connected to or a financial institution participating in the MasterCard Network.

2. Issuance of Card. The Company has requested that the Bank issue Card(s) that can be used to access funds in the Account through participating Networks. A PIN must be used with the Card for Transactions that require a PIN as set forth in this Agreement.

3. Card/PIN Security. The Card and PIN are provided solely for your use and protection. Do not reveal your PIN to anyone else or write it down where it is available to others. In an effort to protect the Company and Authorized Cardholders, the Bank requires that Authorized Cardholders each have a PIN .You shall at all times: (a) safely keep the Card and PIN and not permit any unauthorized person to use them; (b) not record the PIN on the Card or otherwise disclose or make it available to anyone else; and (c) use the Card, PIN, ATM and POS Transaction terminals only as instructed and only for purposes from time to time as authorized by the Bank. If you authorize another person to use the Card and PIN in contravention of this Agreement, you agree to assume full responsibility for such use and we will be entitled to charge your Account for all such Transactions initiated by such person.

4. Use of the Cards. You hereby acknowledge and agree that the security procedures for the Account and the Card are commercially reasonable. The Company agrees to instruct each Authorized Cardholder not to disclose the PIN to anyone. If the security or confidentiality of any PIN is compromised, the Authorized Cardholder should notify the Bank immediately.

If the Bank authorizes a Card Transaction, the POS hold will be for the amount requested by the merchant, which may be in excess of the amount of the actual Transaction or the amount permitted by the MasterCard rules. Because each POS hold reduces the available balance in the Account, any authorization request by a merchant for an amount that exceeds the amount of the actual Transaction may cause the Company to have insufficient funds to pay items posted to the Account, and may cause the Company to incur overdraft n fees.

We may deny authorization of any Transactions identified as Internet gambling. You may not use your Account to conduct Transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control. Use of your Card in those countries will be blocked or rejected.

Illegal Transactions. The Company acknowledges and agrees that the Bank has no obligation to monitor, to review, or to evaluate the legality of any Card Transaction. The Bank reserves the right to decline any Transaction that the Bank, in its sole discretion, believes to be an illegal Transaction, an Internet or on-line gambling Transaction or a high-risk Transaction in the Bank's sole discretion.

Currency Conversion and International Transactions. If you effect a transaction with your Debit Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment and an Issuer Cross-Border Assessment regardless of whether there is a currency conversion. The fee we charge you for international transactions/currency conversion is disclosed on our separate fee schedule. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

International Transactions. "International Transactions" include any Transaction made using the Card in a foreign currency and any Transaction made using the Card outside of the United States. Company may incur an international transaction fee when the Transaction requires a currency conversion.

5. Authorized Cardholders. The Bank may issue Cards to Authorized Cardholders upon the request of the Company. The Cards will be mailed to the address of the Company as set forth in the Bank's records unless otherwise requested in writing by the Company. The Company is solely responsible for distributing the Cards to the Authorized Cardholders and for safeguarding the Cards following receipt. The Company acknowledges that Cards are for the use of the Company's authorized signers only. The name of the Authorized Cardholder will be imprinted on the Card, along with the Company's name. The Company is solely responsible for the use and treatment of a Card by an Authorized Cardholder and will inform each Authorized Cardholder as to the terms and conditions of this Agreement. Unless the Company notifies the Bank otherwise in writing, the Company hereby authorizes and directs the Bank to issue a renewal or replacement Card before the expiration of each Card. The Company acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise.

6. Limitations on Account Access and Activity. (a) The Company agrees to advise each Authorized Cardholder of the specific access and activity limits with respect to that Card, including, but not limited to, restrictions relating to ATM and POS Transactions, the use of the Card at various merchants, and the maximum number of Transactions or maximum total dollar amounts permitted during a specified period of time. The Company understands that once an activity limit is reached, the Bank has no obligation to honor further use of the Card until the applicable time period has expired or the Company advises the Bank of a change to the restrictions in accordance with Section 19. For security reasons, there are restrictions imposed on Cards that may limit the ability of an Authorized Cardholder to use a Card. Some of these restrictions, which are designed to detect and prevent Unauthorized Use of your Card, cannot be disclosed. Unless the Company requests and the Bank agrees, or the Bank, in its sole discretion, determines otherwise, the Bank may place daily limitations on the withdrawals and other Transactions an Authorized Cardholder may perform. Refer to the Bank for individual Cardholder limitations.

We may add to, remove from, or otherwise change our restrictions at any time and without notice to the Company. Because of the limitations imposed by some non-Bank ATMs and in the event of equipment failure or unavailability, an Authorized Cardholder may not be able to withdraw or to access funds even though these limitations have not been exceeded.

All deposits made through a Bank ATM are subject to verification and proof, and are accepted in accordance with the terms of the Account Agreement and our Funds Availability Policy.

7. Posting of Transactions. Each authorized ATM deposit Transaction made by the ATM's cut-off time on any Bank Business Day will be posted to the Account on the date of receipt; otherwise, it will be posted on the following Bank Business Day. Note that deposit Transaction cut-off times may differ from non-deposit Transaction cut-off times.

8. Documentation of Card Transactions. Authorized Cardholders may receive a receipt for ATM, POS and MasterCard Transactions. As part of the Account statement you will receive in accordance with the Account Agreement (the "Statement"), the Bank will provide the details of all Card Transactions made during the applicable period and all fees imposed under this Agreement. The Company agrees to promptly review each Statement. If the Company or an Authorized Cardholder believes that a Statement is incorrect or includes an unauthorized Transaction, or needs additional information about a Transaction shown on the Statement, the Company must notify the Bank at the following address or phone number within sixty (60) days of the date of the Statement on which any disputed charge or error first appeared. Verbal notifications may require written confirmation within ten (10) business days.

First State Bank of the Florida Keys, EFT Department
3406 N Roosevelt Blvd,
Key West, FL 33040
(305) 296-8535 or (866) 298-1858

The Company agrees that the Bank will not be liable for any amount of loss that the Company may incur if the Statement shows an unauthorized Transaction on the Card and the Company does not notify the Bank within sixty (60) days of when we first send or make the statement available. Notwithstanding anything in this Agreement to the contrary, if the Company does not properly notify the Bank within such time period, the Company waives any of its rights with respect to the disputed amount. This notice must include the following information: the Authorized Cardholder's name; the Account number; the dollar amount of any dispute or suspected error; the reference number for any questioned Transaction; and a brief description of the dispute of suspected error.

9. Termination of Authorized Cardholder's Employment. If an Authorized Cardholder's (i) employment with the Company is terminated, or (ii) responsibilities change with regard to use of the Card, the Company will immediately notify the Bank that the Authorized Cardholder's (i) employment has been terminated, or (ii) responsibilities regarding use of the Card have changed, so that the Bank can cancel the Authorized Cardholder's Card. Until the Bank receives such notification, the Card shall remain subject to this Agreement and the Company shall remain liable for all Transactions conducted by use of the Card unless otherwise specifically set forth herein.

10. Cancellation of Cards and Changing Limits on Cardholders Accounts.

- **A.** Each Card is the property of the Bank and the Bank may terminate the Company's or an Authorized Cardholder's privileges at any time without notice.
- **B.** If the Company at any time wishes to cancel or change any limit or other requirement on any outstanding Card, the Company must contact the Bank. Upon cancellation of any Card, the Company will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Card and destroy the Card.
- **C.** Upon cancellation of a Card in accordance with this Agreement, the Company shall remain liable for all Transactions conducted by the use of the Card prior to such cancellation or termination unless otherwise set forth in this Agreement.

11. ATM Safety. You agree to use discretion when using ATMs. We do not guarantee your safety while using an ATM. Accordingly, for your safety when using an ATM, please remember (and advise each Authorized Cardholder) of the following safety tips:

· Be aware of your surroundings and exercise caution when withdrawing funds.
· Watch for suspicious persons or activity around the ATM. If you notice anything out of the ordinary, come back later or use an ATM elsewhere. If you observe suspicious persons or circumstances, do not use the ATM at the same time. If you are in the middle of a Transaction, cancel the Transaction, take your Card and leave the area and come back at another time or use an ATM at another location.
· Report all crimes immediately to the operator of the ATM or local law enforcement.
· Consider having someone accompany you when using the ATM after dark.
· Ensure no one sees you enter your PIN.
· Refrain from displaying cash, and put it away as soon as your Transaction is completed. Wait to count your cash until you are in the safety of a locked enclosure, such as a car or home.
· Safe-keep or securely dispose of your ATM receipts.
· When using a drive-up ATM, keep your engine running. Aside from the driver's window, keep all of your doors and windows locked.

12. Amendment of Agreement. The Bank may modify and change this Agreement from time to time, including, without limitation, applicable fees. Any such modification or change, other than an immediate change necessary to maintain or restore the security of the Account or any ATM Network in which the Bank participates, shall take effect at time of the notice which will be mailed to the Company's last address shown on the Bank's records or otherwise made available to the Company. Each Card is the property of the Bank, is nontransferable, and must be surrendered to the Bank upon demand.

13. Notifying the Bank of Unauthorized Use. The Company agrees to instruct each Authorized Cardholder to notify the Company immediately if a Card or PIN is lost or stolen, or if a Card or PIN or the account number for a Card or PIN may be subject to any Unauthorized Use. The Company agrees to notify the Bank immediately if the Company or any Authorized Cardholder knows or suspects that a Card or PIN is lost, stolen or otherwise subject to Unauthorized Use. The Bank may require information in writing concerning the apparent or potential unauthorized Transaction. Please refer to Section 8 of this Agreement for the address to which that information should be sent.

14. Liability for Unauthorized Use of the Card. If the Company or an Authorized Cardholder notifies the Bank of a lost or stolen Card or PIN or any known or suspected unauthorized Transactions, the Bank will respond in a commercially reasonable manner and time to reduce the risk of any Unauthorized Use. If the Company fails to notify the Bank as required in Section 13 of this Agreement, the Company shall be liable for all Unauthorized Use. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE COMPANY AGREES THAT, WITH RESPECT TO ANY SINGLE UNAUTHORIZED TRANSACTION, THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR CARD THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. The use of a Card at any time by an Authorized Cardholder, or by another person with an Authorized Cardholder's knowledge, even if the Authorized Cardholder is no longer employed or associated with the Company, shall not constitute Unauthorized Use, subject to applicable law and Sections 9 and 10 of this Agreement. Notwithstanding the foregoing, if the unauthorized Transaction was a MasterCard Transaction, the Bank agrees to extend the benefits provided by the MasterCard Zero Liability program in effect at the time of the Unauthorized Use, as long as the Company demonstrated that reasonable care was exercised in safeguarding the Card or PIN from the risk of loss or theft, and upon become aware of a loss or theft of the Card or PIN or any unauthorized use of it, a report of the loss or theft of the Card or PIN or any unauthorized use of it was promptly provided to us. The Bank will determine, in its sole discretion, the reasonableness of any particular period of time based on the circumstances.

15. Limitation of Liability. To the maximum extent permitted by applicable law, the Bank shall not be liable to you for any special, indirect, consequential, punitive or exemplary damages or losses resulting from the Bank's delayed or improper execution of a Transaction or for its failure to execute a Transaction and you shall be limited exclusively to your expenses directly related to the Transaction, incidental expenses and interest losses, subject to the Bank's Funds Availability Policy.

16. Overdrafts and Right of Setoff. All overdrafts and fees incurred in connection with the use of a Card are governed by the terms and charges applicable to the affected Account. Any such overdrafts may be deemed by the Bank to be an event of default under this Agreement, and the Bank may use any deposit account funds and/or other personal property, which are in the possession of the Bank or which secure other indebtedness to the Bank at the time of such default, toward payment of such overdrafts or fees due to the Bank.

17. Conflicting Terms. This Agreement and the Application represent the entire agreement between the parties with respect to Card(s). If there is any conflict between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall prevail as to all matters relating to the issuance and use of the Card(s).

18. Indemnification. The Company agrees to pay all costs, fees and expenses (including court costs and reasonable attorneys' fees, whether incurred at trial, on appeal, or without litigation) incurred by the Bank relating to or arising out of this Agreement, the Application, the Account, the Card and any other service provided by the Bank to you.

19. Notices. Any notice the Company is required to give the Bank under this Agreement will be effective only when the Bank actually receives it at the address set forth in Section 8 of this Agreement and, except as specifically provided otherwise, must be in writing. General notices regarding the Account, including a change of address, are governed by the Account Agreement.

20. Miscellaneous.

- **A.** This Agreement and the Transactions between you and the Bank contemplated hereby shall be governed by, and construed in accordance with the laws of the State of Florida, United States, without giving effect to its conflicts of law principles.
- **B.** You hereby acknowledge and agree that any suit, action or proceeding brought by us with respect to this Agreement or any Transaction between us or contemplated hereby, may be brought in any competent court of the State of Florida or United States District Court for the Southern District of Florida, in each case sitting in the county of Monroe, City of Key West, State of Florida, United States, and the appellate courts thereof, as we may elect in our sole and absolute discretion.
- **C.** With respect to any such actions, suits or proceedings, you hereby expressly and irrevocably: (i) submit to the non-exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (ii) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (iii) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (iv) waive any objection it may now or hereafter have based upon improper venue or forum non convenience with respect to such actions, suits or proceedings. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness owed by you hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the Bank's right to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.
- **D.** The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision herein.
- **E.** The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any Transaction or series of Transactions. Any such waiver will not affect the Banks right to enforce any of its rights with respect to other customers, or to enforce any of our rights with respect to later Transactions with you. The fact that the Bank, on any given occasion, may enforce or waive its rights does not obligate the Bank to enforce or waive similar rights in the future, nor will this be sufficient to modify the terms and conditions set forth in this Agreement.
- **F.** This Agreement contains the complete understanding and agreement between the parties hereto on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters.
- **G.** The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.
- **H.** This Agreement and shall remain in full force and effect, unless subsequently cancelled or amended by the Bank in accordance with the provisions of this Agreement.
- **I.** Neither the signature of the Bank nor that of any Authorized Cardholder shall be required on this Agreement to give force and/or effect thereto and your use of the Card constitutes your consent to be bound by the terms and conditions herein, as amended from time to time.
- **J.** This Agreement shall be binding upon your heirs, successors in interest and assigns. Notwithstanding the foregoing, your rights under this Agreement shall not be assignable without the prior written consent of the Bank, and any assignment without such prior written consent shall be null and void.

21. WAIVER OF TRIAL BY JURY. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR ACCOUNTS AT THE BANK, THE CARD OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK TO ENTER INTO THIS AGREEMENT.

CALL: 305-296-8535 1-866-298-1858
CLICK: Web: KeysBank.com Mobile: KeysBank
Email: Support@KeysBank.com
VISIT: Keyswide Locations

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